

HOG PURCHASE CONTRACT BETWEEN

SWIFT & COMPANY AND [REDACTED]

THIS HOG PURCHASE CONTRACT ("Contract") is made and entered into as of April 1, 1998, by and between SWIFT & COMPANY, a corporation incorporated and existing under the laws of the State of Delaware ("Buyer") and [REDACTED] ("Seller").

WHEREAS, Buyer operates a hog processing plant in Marshalltown, Iowa (the "Plant"); and

WHEREAS, Buyer desires to secure and Seller desires to provide a dependable supply of quality premium hogs suitable for use at such Plant; and

WHEREAS, Seller operates facilities to raise and produce hogs and desires to sell to Buyer market hogs that meet Buyer's specifications;

NOW, THEREFORE, in consideration of the promises and the mutual benefits and covenants contained herein, the adequacy of which are hereby acknowledged, Seller agrees to deliver and sell from its designated hog production facilities and Buyer agrees to accept and pay for hogs of the quantity and quality hereinafter stated upon the following terms and conditions.

ARTICLE 1

EFFECTIVE DATE AND TERM

Section 1.01

From the date hereof, this Contract shall continue and remain in full force and effect during the term set forth on Schedule 1 hereto, unless otherwise extended by the parties hereto or unless terminated in accordance with the terms hereof.

ARTICLE 2

QUANTITY

Section 2.01

- (a) Quantity. Except as otherwise set forth herein, during each "Contract Year" (as defined on Schedule 1 hereto) provided for under this Contract, Buyer shall accept delivery and purchase, and Seller shall deliver and sell the average number of "Market Hogs" (as defined in Section 3.01) per Contract Year as set forth on